

SETTLEMENT AND RELEASE AGREEMENT

RECITALS

KEVIN ELECTRIC CO., INC., an Illinois corporation. (hereinafter "**Kevin**") is signatory to a Collective Bargaining Agreement (hereafter "**CBA**") with **International Brotherhood of Electrical Workers Local 176** (hereafter "**Union**") at all relevant times herein; and

WHEREAS, CBA requires certain fringe benefit payments to be made to: **N.E.C.A. -IBEW LOCAL 176 HEALTH, WELFARE, PENSION, VACATION, AND TRAINING TRUST FUNDS**, (hereafter collectively "**Funds**"); and

WHEREAS, Funds made a claim for unpaid fringe benefit payments from **Kevin** based upon an audit for the period through December 31, 2007 ("**Audit**"); and

WHEREAS, Funds brought suit against **Kevin** in the United States District Court For The Northern District of Illinois, Eastern Division, which was assigned No. 07-CV-7259, and **Funds** alleged therein that **Kevin** was required to submit its books and records for an audit and pay contributions for amounts shown due in the **Audit** (hereinafter "**Suit**")

WHEREAS, the parties to this Settlement and Release Agreement desire to settle all disputed matters in resolution of the **Audit** and **Suit**.

NOW, THEREFORE, IN CONSIDERATION OF COVENANTS CONTAINED HEREIN, IT IS AGREED BETWEEN KEVIN, on one hand, and FUNDS, on the other hand, AS FOLLOWS:

1. The foregoing Recitals are a part of this Settlement And Release Agreement.
2. Solely to settle claims of **Funds, Kevin** will pay to **Funds** the sum of Four Thousand Six Hundred Sixty-Five Dollars and 84/100 (\$4,665.84) in exchange for a dismissal of

Suit with prejudice and in exchange for this executed Settlement and Release Agreement by Plaintiffs' representative(s).

3. No interest is due on payment described in Paragraph (2) above.

4. **Funds** hereby release and forever discharge **Kevin** and any parents, subsidiaries, affiliates to or of **Kevin**, as well as its or their predecessors, successors and assigns, shareholders (and shareholder's spouses), directors, officers, agents, partners, attorneys, representatives, servants and employees, past, present and future, from any and all claims, demands, causes of actions or liabilities underlying but not limited to contributions, audit fees, costs, attorney's fees, liquidated damages and interest, which **Funds** ever had, or now has, or which their heirs, executors, administrators, shareholders, directors, officers, trustees, agents, partners, attorneys, representatives, servants or employees hereafter can, shall or may make upon or by reason of any matter, cause or thing whatsoever, whether known or unknown, suspected or unsuspected, arising out of any obligation to make fringe benefit payments to **Funds** through December 31, 2007. This release does not release the obligation to make payments described in Paragraph 2 above.

5. This Settlement and Release Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, if any, between the parties relating to the subject matter hereof.

6. Funds shall cause suit 07 CV 7259 filed in the District Court for the Northern District of Illinois, Eastern Division, to be dismissed with prejudice for the audit period ending December 31, 2007.

7. Each of the undersigned has read this Settlement And Release Agreement, understands its contents, and is authorized to sign same on behalf of the entity indicated below.

RECEIVED

APR 03 2008

KEVIN ELECTRIC CO., INC

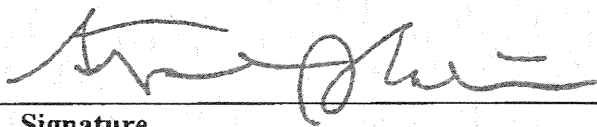
8. This document may be signed in separate counterparts which will have the same effect as if signed on one document. Facsimile signatures are sufficient and shall serve as original signatures.

9. Nothing contained in this agreement shall be construed or implied as an admission of liability on behalf of Kevin, its officers, agents or employees and Kevin specifically denies liability but has entered into this agreement to avoid further expense and delay.

This Settlement and Release Agreement is entered into this 3rd day of April, 2008.

Kevin Electric Co., Inc.,
an Illinois Corporation

BY:


SignatureStephen J. Caliban
Print NameSec. Treas.
Title

TRUSTEES OF THE N.E.C.A. -IBEW LOCAL 176 HEALTH,
WELFARE, PENSION, VACATION, AND TRAINING TRUST FUNDS,

BY:


SignatureJOHN F. ETZKORN
Print NameAtty & Agent
Title

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